

1 MARK R. CONRAD (CA Bar No. 255667)
2 *mconrad@conmetkane.com*
3 CARA SANDBERG (CA Bar No. 291058)
4 *csandberg@conmetkane.com*
5 **CONRAD METLITZKY KANE LLP**
6 Four Embarcadero Center, Suite 1400
7 San Francisco, California 94111
8 Telephone: (415) 343-7100
9 Facsimile: (415) 343-7101

10 JAMES D. WEINBERGER (admitted *pro hac vice*)
11 *jweinberger@fzlz.com*
12 NICOLE LIEBERMAN (admitted *pro hac vice*)
13 *nlieberman@fzlz.com*
14 **FROSS ZELNICK LEHRMAN & ZISSU, P.C.**
15 151 West 42nd Street, 17th Floor
16 New York, New York 10036

17 *Attorneys for Defendant The Gap, Inc.*

18 UNITED STATES DISTRICT COURT
19 NORTHERN DISTRICT OF CALIFORNIA
20 SAN FRANCISCO DIVISION

21 PATAGONIA, INC.,

22 Plaintiff,

23 v.

24 THE GAP, INC.,

25 Defendant.

Case No. 3:22-cv-07437-TLT

**JOINT STIPULATION OF DISMISSAL
AND [PROPOSED] ORDER**

1 WHEREAS, on November 11, 2022, Plaintiff Patagonia, Inc. (“Plaintiff”) filed its Complaint in
2 the above-captioned matter against Defendant The GAP, Inc. (“Defendant”), *see* ECF No. 1;

3 WHEREAS, on January 5, 2023, Defendant filed a Motion to Dismiss in Part the Complaint, *see*
4 ECF No. 21;

5 WHEREAS, on January 27, 2023, Plaintiff filed an Amended Complaint, *see* ECF No. 23;

6 WHEREAS, on January 30, 2023, the parties stipulated that a Second Amended Complaint may
7 be filed, *see* ECF No. 24, and on February 6, 2023, Plaintiff filed a Second Amended Complaint, *see*
8 ECF No. 26;

9 WHEREAS, on February 21, 2023, Defendant filed an Answer to the Second Amended
10 Complaint and Counterclaim, *see* ECF No. 31;

11 WHEREAS, on March 14, 2023, Plaintiff filed an answer to Defendant’s Counterclaim, *see* ECF
12 No. 36;

13 **NOW, THEREFORE**, pursuant to the terms of an agreement by and between the parties to
14 resolve the claims asserted in this action, Plaintiff and Defendant hereby stipulate and agree as follows:

- 15 1. Plaintiff’s Second Amended Complaint against Defendant and each cause of action
16 asserted therein shall be dismissed *with prejudice*, pursuant to Rule 41(a)(1)(A)(ii).
- 17 2. Defendant’s Counterclaim against Plaintiff and the cause of action asserted therein shall
18 be dismissed *without prejudice*, pursuant to Rule 41(c).

19
20 Respectfully submitted,

21
22 DATED: May 30, 2023

23 **CONRAD | METLITZKY | KANE LLP**

24 /s/ Mark R. Conrad
25 MARK R. CONRAD
26 CARA SANDBERG
27 Attorneys for DEFENDANT The GAP, Inc.
28

1 DATED: May 30, 2023

FROSS ZELNICK LEHRMAN & ZISSU, P.C.

2
3 /s/ James D. Weinberger

4 JAMES D. WEINBERGER

5 NICOLE LIEBERMAN

Attorneys for DEFENDANT The GAP, Inc.

6 DATED: May 30, 2023

VERSO LAW GROUP

7
8 /s/ Gregory S. Gilchrist

9 GREGORY S. GILCHRIST

RYAN BRICKER

PAYMANEH PARHAMI

10 Attorneys for PLAINTIFF PATAGONIA, INC.

11
12
13 **SIGNATURE ATTESTATION**

14 I attest that concurrence in the filing of this document has been obtained from each of the other
15 signatories, which will serve in lieu of their signatures on the document.

16
17 DATED: May 30, 2023

/s/ Mark R. Conrad

18 MARK R. CONRAD

19 **[PROPOSED] ORDER**

20 Pursuant to stipulation (i) Plaintiff's Second Amended Complaint against Defendant and each
21 cause of action asserted therein shall be dismissed *with prejudice*, pursuant to Rule 41(a)(1)(A)(ii), and
22 (ii) Defendant's Counterclaim against Plaintiff and the cause of action asserted therein shall be
23 dismissed *without prejudice*, pursuant to Rule 41(c). All other existing dates and deadlines in this matter
24 are hereby vacated. The Clerk is directed to close this case.

25 **IT IS SO ORDERED.**

26
27 DATED: _____, 2023

28 HON. TRINA L. THOMPSON